

AG Contract No. KR00 0148TRN  
ADOT ECS File: JPA 00-30  
Project: HF006 01C/01R  
Section: Foothills Blvd. HURF  
Exchange Program

**INTERGOVERNMENTAL AGREEMENT**

BETWEEN  
THE STATE OF ARIZONA  
AND  
YUMA COUNTY, ARIZONA

THIS AGREEMENT is entered into 24 April, 2000,  
pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between  
the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the  
"State") and YUMA COUNTY acting by and through its BOARD OF SUPERVISORS (the  
"County").

**I. RECITALS**

1. The State is empowered by Arizona Revised Statutes Section 28-6993(g) to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State

2. The County is empowered by Arizona Revised Statutes Section 11-251 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the County

3. The State has approved the exchange of \$169,740.00 in Highway User Revenue Funds (HURF) to the County for obtaining **right-of-way** for improvements to Foothills Blvd. and such funds will be repaid to the State by withholding from the Yuma Metropolitan Planning Organization (YMPO) federal funds and the obligation authority for federal funds in the amount of \$217,378.00, during fiscal year 2000.

4. The State has approved the exchange of \$1,590,486.00 in Highway User Revenue Funds (HURF) to the County for the **construction** of improvements to Foothills Blvd. and such funds will be repaid to the State by withholding from the Yuma Metropolitan Planning Organization federal funds and the obligation authority for federal funds in the amount of \$2,036,864.00 during fiscal year 2000 and 2001.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows

NQ. 23953  
Filed with the Secretary of State  
Date Filed: 04/24/00

Petrey Bayless  
Secretary of State

By: Dicky D. Harnewald

## II. SCOPE OF WORK

### 1 The County will:

- a. Acquire right-of-way for the improvements contemplated for Foothills Blvd. Provide the State suitable documentation of acquisitions together with invoices.
- b. Be responsible for any additional funds required to obtain the right-of-way, and for any claims for extra compensation for whatever reason. Comply with all applicable State laws, rules and regulations.
- c. Invoice the State in an amount not to exceed \$169,740 00 for reimbursement for the costs of such right-of-way.
- d. Provide design plans, specifications and such other documents and services required for construction bidding and construction.
- e. Call for bids and award one or more construction contracts for the project. Administer same and make all payments to the contractor(s). Be responsible for any additional funds required to complete the project, and for any contractor claims for extra compensation due to delays or whatever reason.
- f. Invoice the State for thirty percent of the project construction cost, in the amount of \$477,146.00 at the start of construction.
- g. Invoice the State for thirty percent of the project cost, in the amount of \$477,146 00, at the thirty percent project completion state, and for thirty percent of the project cost at the sixty percent project completion state, in the amount of \$477,146.00.
- h. Upon completion, approve and accept the project as complete and provide maintenance.
- i. Invoice the State for the remaining ten percent of the project cost at the one hundred percent project completion stage, in the amount of \$159,048 00

### 2. The State will:

- a. Within 30 days after receipt and approval of a right-of-way invoice, advance the County HURF funds in the amount of \$169,740 00 for right-of-way.
- b. Within 30 days after receipt and approval of a construction invoice, advance the County HURF funds in the total amount of \$1,590,486 00 for construction.
- c. Withhold from YMPO, federal funds and the obligation authority of federal funds in the amount of \$217,378 00 for right-of-way in federal fiscal year 2000
- d. Withhold from YMPO, federal funds and the obligation authority of federal funds in the amount of \$2,036,864 00 for construction during FY00 and FY01

### III. MISCELLANEOUS PROVISIONS

1. The State assumes no liability under this agreement. The County assumes full responsibility for the acquisition of right of way, right-of-way plans, project design, plans and specifications, reports, construction and the engineering in connection therewith, cost over-runs and claims. It is agreed that the State's participation is confined solely to advancing highway user revenue funds; that any damages arising from carrying out, in any respect, the terms of this agreement or any modification thereof, shall be solely the liability of the County and that the County hereby agrees to save and hold harmless and indemnify from loss the State, any of its departments, agencies, officers or employees from any and all cost and/or damage incurred by any of the above and from any other damage to any person or property whatsoever, which is caused by any activity, condition, or event arising out of the performance or nonperformance of any provisions of this agreement by the State, any of its departments, agencies, officers and employees, the County, any of its agents, officers and employees, or any of its independent contractors. Costs incurred by the State, any of its departments, agencies, officers or employees shall include in the event of any action, court costs, expenses of litigation or attorneys' fees.

2. This agreement shall remain in force and effect until completion of said project; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, unless assumed by another governmental entity, may be canceled at any time prior to the award of a construction contract, upon thirty (30) days written notice to the other party.

3. This agreement shall become effective upon filing with the Secretary of State.

4. This agreement may be canceled in accordance with Arizona Revised Statutes Section 38-511.

5. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

6. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

7. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

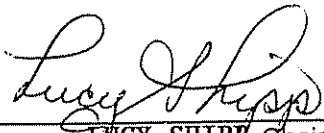
Arizona Department of Transportation  
Joint Project Administration  
205 South 17 Avenue, Mail Drop 616E  
Phoenix, AZ 85007

Yuma County  
County Engineer  
Dept. of Development Services  
2703 Avenue B  
Yuma, AZ 85364


8. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

**YUMA COUNTY, ARIZONA**


By   
LUCY SHIPP, Chair  
Board of Supervisors

ATTEST

By   
WALLY HILL  
Clerk of the Board

**STATE OF ARIZONA**

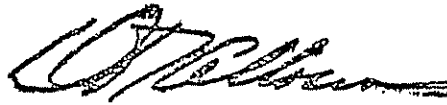
Department of Transportation

By   
MARY LYNN TISCHER, Director  
Transportation Planning

RESOLUTION

BE IT RESOLVED on this 28th day of February 2000, that I, the undersigned MARY E. PETERS, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with Yuma County for the purpose of conveying HURF exchange funds to the County for improvements to Foothills Blvd.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Director of Transportation Planning for approval and execution.

A handwritten signature in black ink, appearing to read 'D. Allocco', is written over a horizontal line.

DAVID R. ALLOCCO, P.E.  
Assistant State Engineer  
Engineering Technical Group  
for Mary E. Peters, Director

**Yuma County**  
OFFICE OF THE  
BOARD OF SUPERVISORS  
198 Main Street  
Yuma, Arizona 85364



BOB MCCLENDON  
DISTRICT 1  
LUCY SHIPP  
DISTRICT 2  
CASEY PROCHASKA  
DISTRICT 3  
MARCO A. (TONY) REYES  
DISTRICT 4  
GREG FERGUSON  
DISTRICT 5

WALLY HILL  
COUNTY ADMINISTRATOR

STATE OF ARIZONA)

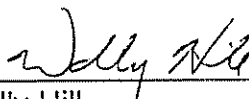
SS.

COUNTY OF YUMA)

I, Wally Hill, Clerk of the Board of Supervisors do hereby certify that I am required by law to maintain custody of the minutes of the Board of Supervisors and that the following is a true and correct copy of the portion of the minutes of the Board of Supervisor's meeting held March 20, 2000.

"Upon motion and unanimous vote, the Board of Supervisors authorized the Chairman of the Board to sign an Intergovernmental Agreement between the State of Arizona and the County of Yuma covering the construction, maintenance and financing for the Foothills Boulevard Reconstruction Project"

In Witness Whereof I hereunto set my hand and  
Affixed the Official Seal of the Board of  
Supervisors. Done at Yuma, the County Seat this  
20<sup>th</sup> day of March, 2000

  
\_\_\_\_\_  
Wally Hill  
Clerk of the Board of Supervisors

(520) 329-2104 Fax: (520) 329-2001 TTD: (520) 329-2104  
*Yuma County Government is dedicated to providing customer-focused  
services to enhance the health, safety, well-being and future of our entire community.*

APPROVAL OF THE YUMA COUNTY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and YUMA COUNTY and declare this agreement to be in proper form and within the powers and authority granted to the County under the laws of the State of Arizona.

DATED this 3 day of March, 2000.

John Tate  
County Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX, AZ 85007-2926

JANET NAPOLITANO  
ATTORNEY GENERAL

TRN Main: (602) 542-1680

Direct: (602) 542-8837

Fax: (602) 542-3646

MAIN PHONE: (602) 542-5025

FACSIMILE: (602) 542-4085

**INTERGOVERNMENTAL AGREEMENT**  
**DETERMINATION**

A.G. Contract No. KR00-0148TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED April 19, 2000.

JANET NAPOLITANO

Attorney General

JAMES R. REDPATH

Assistant Attorney General

Transportation Section

JRR:et/622490

Enc.